

EXHIBIT A

CASE INFORMATION

CV-23-979702 RELIABLE TRUCKLOAD DBA HOPPER LOGISTICS vs. STARR LOGISTICS, LLC, ET AL.

[Case Summary](#) | [Docket](#) | [Parties](#) | [Costs](#) | [Service](#) | [Images](#) | [All](#)










[Printer Friendly Version](#)

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

[illegible]
$$\{ \{1\}, \{1, 2\}, \{1, 2, 3\}, \dots, \{1, 2, 3, \dots, n\} \} = \{ \{1, i_1, i_2, \dots, i_r\} : r \geq 0, 1 \leq i_1 < i_2 < \dots < i_r \leq n \}$$

1 - 6, 7

| | | | | |
|----------|-----|----|---|---|
| 06/29/23 | D3 | NT | NOTICE OF APPEARANCE, FILED D3 KODIAK TRANSPORTATION, LLC CHRISTOPHER P SCHUELLER 0086170 | |
| 06/27/23 | D2 | SR | FAILURE OF SERVICE WITH ADDRESS CHANGE PROVIDED BY THE POST OFFICE FOR EASTERN ENVIRONMENTAL INDUSTRIES, LLC AND RESENT OUT BY ORDINARY MAIL |  |
| 06/15/23 | D1 | NT | NOTICE OF APPEARANCE, FILED D1 STAAR LOGISTICS, LLC JAY R CARSON 0068526 |  |
| 06/08/23 | N/A | JE | JUDGE EMILY HAGAN (373) REMOVED - TRANSF'D TO COMMERCIAL DOCKET CASE REASSIGNED TO MICHAEL J RUSSO (341) (RANDOM) NOTICE ISSUED |  |
| 06/08/23 | N/A | JE | PURSUANT TO SUP R 49 07(C), THIS MATTER IS REFERRED TO ADMINISTRATIVE JUDGE FOR REASSIGNMENT TO THE COMMERCIAL DOCKET NOTICE ISSUED |  |
| 06/07/23 | N/A | SR | CERTIFIED MAIL RECEIPT NO 50715357 RETURNED BY U S MAIL DEPARTMENT 05/31/2023 KODIAK TRANSPORTATION, LLC MAIL RECEIVED AT ADDRESS 06/07/2023 TENDERED TO AGENT FOR FINAL DELIVERY | |
| 06/07/23 | N/A | SR | USPS RECEIPT NO 50715355 DELIVERED BY USPS 05/30/2023 STAAR LOGISTICS, LLC PROCESSED BY COC 06/07/2023 | |
| 06/05/23 | D2 | SR | CERTIFIED MAIL RECEIPT NO 50715356 RETURNED 06/02/2023 FAILURE OF SERVICE ON DEFENDANT EASTERN ENVIRONMENTAL INDUSTRIES, LLC - FORWARDING TIME EXPIRED NOTICE MAILED TO PLAINTIFF(S) ATTORNEY | |
| 06/03/23 | N/A | SR | CERTIFIED MAIL RECEIPT NO 50715356 RETURNED 6/2/2023 FAILURE OF SERVICE ON DEFENDANT EASTERN ENVIRONMENTAL INDUSTRIES, LLC - UNCLAIMED NOTICE MAILED TO PLAINTIFF(S) ATTORNEY | |
| 05/26/23 | D3 | SR | SUMS COMPLAINT(50715357) SENT BY CERTIFIED MAIL TO KODIAK TRANSPORTATION, LLC 5889 GREENWOOD PLAZA BOULEVARD GREENWOOD VILLAGE, CO 80111 |  |
| 05/26/23 | D2 | SR | SUMS COMPLAINT(50715356) SENT BY CERTIFIED MAIL TO EASTERN ENVIRONMENTAL INDUSTRIES, LLC 4456 US-219 BROCKWAY, PA 15824 |  |
| 05/26/23 | D1 | SR | SUMS COMPLAINT(50715355) SENT BY CERTIFIED MAIL TO STAAR LOGISTICS, LLC 560 MYRTLE STREET REYNOLDSVILLE, PA 15851 |  |
| 05/25/23 | N/A | SR | SUMMONS E-FILE COPY COST | |
| 05/25/23 | N/A | SR | SUMMONS E-FILE COPY COST | |
| 05/25/23 | D3 | CS | WRIT FEE | |

6/29/23, 4 01 PM

View case docket information

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|----------|-----|----|--|
| 05/25/23 | D2 | CS | WRIT FEE |
| 05/25/23 | D1 | CS | WRIT FEE |
| 05/25/23 | N/A | SR | SUMMONS E-FILE COPY COST |
| 05/19/23 | N/A | SF | JUDGE EMILY HAGAN ASSIGNED (RANDOM) |
| 05/19/23 | P1 | SF | LEGAL RESEARCH |
| 05/19/23 | P1 | SF | LEGAL NEWS |
| 05/19/23 | P1 | SF | LEGAL AID |
| 05/19/23 | P1 | SF | COURT SPECIAL PROJECTS FUND |
| 05/19/23 | P1 | SF | COMPUTER FEE |
| 05/19/23 | P1 | SF | CLERK'S FEE |
| 05/19/23 | P1 | SF | DEPOSIT AMOUNT PAID LEWIS, BRISBOIS, BISGAARD, & SMITH LLP |
| 05/19/23 | N/A | SF | CASE FILED COMPLAINT |



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THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

RELIABLE TRUCKLOAD DBA HOPPEP
LOGISTICS
Plaintiff

CASE NO CV23979702

JUDGE EMILY HAGAN

V.

STARR LOGISTICS, LLC, ET AL
Defendant

SUMMONS SUMC CM

Notice ID 50715357



From RELIABLE TRUCKLOAD & BROKERAGE LLC P/I
33870 CROWN COLONY DRIVE
AVON OH 44011

Atty DAVID A CAMPBELL
1375 E 9TH STREET, SUITE 2250
CLEVELAND, OH 44114-0000

To KODIAK TRANSPORTATION LLC D3
5889 GREENWOOD PLAZA BOULEVARD
GREENWOOD VILLAGE CO 80111

NOTICE TO THE DEFENDANT

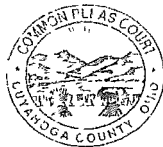
The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>).

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 05/25/2023

By Christina J. Fatica
Deputy



Cuyahoga County Clerk of Courts Nailah K. Byrd

Multilingual Notice:

You have been named as a defendant in this Court. You must file an answer within 28 days, if you fail to answer, the Court may enter judgment against you for the relief stated in the Complaint. Seek assistance from both an interpreter and an attorney. Your inability to understand, write, or speak English will not be a defense to possible judgment against you.

1. Spanish (US)

***Aviso multilingüe:

Este Tribunal lo ha declarado como acusado. Debe presentar una respuesta en un plazo de 28 días. Si no contesta en dicho plazo, el Tribunal podrá dictar sentencia en su contra por el amparo que se detalla en la demanda. Solicite la ayuda de un intérprete y de un abogado. Su incapacidad para comprender, escribir o hablar inglés no se considerará como defensa ante una posible sentencia en su contra.

2. Somali

***Ogeysiis luqadda badan ah

Waxaa lagu magacaabay sida ee deysane gudaha Maxkamadan. Waxa in aad ku soo gudbisaa jawaab 28 maalmood gudahood, haddii aad ku guuldareysto jawaabta, Maxkamada laga yaabo in ay gasho xukun adiga kaa soo horjeedo ee ka nasashada lagu sheegay Cabashada. Raadi caawinta ka timid labadaba turjubaanka iyo qareenka. Karti la'aantaada aad ku fahmo, ku qoro, ama ku hadasho Af Ingiriisiga ma noqon doonto difaacida xukunkaaga suuralka ah ee adiga kugu lidka ah.

3. Russian

***Уведомление на разных языках

Вы были названы в качестве ответчика в данном суде. Вы должны предоставить ответ в течение 28 дней, если Ваш ответ не будет получен, суд может вынести решение против Вас и удовлетворить содержащиеся в жалобе требования. Воспользуйтесь услугами переводчика и адвоката. Тот факт, что Вы не понимаете английскую речь и не можете читать и писать по-английски, не является препятствием для возможного вынесения судебного решения против Вас.

4. Arabic

***ملاحظة متعددة اللغات

لقد تم اعتبارك مدعى عليه في هذه المحكمة. يجب أن تقدم ردا خلال 28 يوما، وإذا لم يتم الرد، فقد يصدر المحكمة حكما بصدك بالعبث المصنوع عليك في هذه الشكاوى الفصائية. اطلب المساعدة من مترجم فوري ومحام. فلي بعد عدم قدرتك على فهم اللغة الإنجليزية أو كتابتها أو تحديثها دفاعا لك أمام الحكم المحتمل صدك.

5. Chinese (Simplified)

***多語版本通知

您在本法庭已被列为被告。您必须于 28

日内递交答辩状，如果没有递交答辩状，法庭会针对诉状中声明的补救措施对您作出不利判决。请向口译人员和律师寻求帮助。您无法理解、书写或说英语的情况不能作为对您可能作出不利判决的辩护理由。

Justice Center, 1st Floor • 1200 Ontario Street • Cleveland, Ohio 44113-1664 • 216.443.7950

Ohio Relay Service 711 • Website: coc.cuyahogacounty.us

**IN THE COMMON PLEAS COURT
CUYAHOGA COUNTY, OHIO**

RELIABLE TRUCKLOAD &
BROKERAGE LLC d/b/a
HOPPER LOGISTICS
33870 Crown Colony Drive
Avon, Ohio 44011

Plaintiff

CASE NO _____

v

JUDGE _____

STAAR LOGISTICS, LLC
560 Myrtle Street
Reynoldsville, Pennsylvania 15851

(Jury Demand Endorsed Hereon)

And

EASTERN ENVIRONMENTAL
INDUSTRIES, LLC
4456 US-219
Brockway, Pennsylvania 15824

And

KODIAK TRANSPORATION, LLC
5889 Greenwood Plaza Boulevard
Greenwood Village, Colorado 80111

Defendants

COMPLAINT AND JURY DEMAND

Plaintiff Reliable Truckload & Brokerage, LLC d/b/a Hopper Logistics ("Plaintiff") for its Complaint and Jury Demand (the "Complaint") against Defendants Staar Logistics, LLC ("Staar"), Eastern Environmental Industries, LLC ("Eastern"), and Kodiak Transporation, LLC ("Kodiak") (collectively, "Defendants") avers and states as follows

THE PARTIES

1 Plaintiff is an Ohio limited liability corporation

2 Plaintiff is based in Cuyahoga County

3 Staar is a Pennsylvania limited liability corporation

4 Staar does business in Ohio

5 Eastern is a Pennsylvania limited liability corporation

6 Eastern does business in Ohio

7 Kodiak is a Colorado limited liability corporation

8 Kodiak does business in Ohio

9 This lawsuit arises out of a Motor Contract Carrier and Broker Agreement (the
“Agreement”) between Staar and Plaintiff

10 A true and correct copy of the Agreement is attached hereto.

11 This lawsuit further arises out of Defendants’ fraudulent conduct that was directed
to an Ohio company, Plaintiff

JURISDICTION AND VENUE

12 This Court has personal jurisdiction over Defendants because Staar contracted with
an Ohio company to perform business in Ohio and Defendants both performed services under the
Agreement

13 This Court has jurisdiction over this matter because Plaintiff is seeking damages in
excess of Twenty Five Thousand Dollars

14 This Court is the proper venue for this matter because some or all of the conduct
giving rise to this Lawsuit occurred in Cuyahoga County, the contract was entered into in Ohio,
and the claim for relief arose in Cuyahoga County

15 In addition, venue and jurisdiction is proper in this Court because the Agreement provides that all disputes between the Parties shall be brought in state court in Cuyahoga County, Ohio

FACTS COMMON TO ALL CLAIMS

16 Plaintiff is a broker who sought a trucking company to deliver hazardous materials

17. Plaintiff's hazardous material solicitation was clear and unambiguous (the "Hazardous Material Bid")

18 Staar responded to Plaintiff's Hazardous Material Bid and advised Plaintiff that Staar was qualified to accept the bid

19 Staar represented to Plaintiff that Staar employed three drivers who were hazmat licensed.

20 All companies who bid on the Hazardous Material Bid were advised double brokering agreements were not permitted

21 Double brokering agreements occurs when a trucking company contracts with a broker to transport freight and then the trucking company subsequently contracts with a second trucking company to transport the freight

22 Double brokering violates the Agreement

23 Double brokering, without authority, violates state and federal law

24 Double brokering places customers and third parties at risk of harm

25 Double brokering with respect to the transport of hazardous materials is particular troubling and unlawful

26 Staar was advised in the Agreement that double brokering was not permitted

27 Specifically, Section 6 of the Agreement provides “**CARRIER**, without the prior written consent of **BROKER**, shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier ”

28. Staar responded to the Hazardous Material Bid

29 Staar entered into the Agreement

30 Staar has admitted to double brokering in violation of the Agreement

31 Attached hereto is Staar’s correspondence of February 25, 2023 that admits that Staar double breasted

32 Staar further admits that Eastern performed under the Agreement without authority from Plaintiff

33 Staar further admits that Eastern breached the Agreement by failing to adequately transport the hazardous materials

34 Staar further admits that it was not qualified to transport the hazardous materials as it represented to Plaintiff

35 Staar finally admits that it unlawfully contracted with Kodiak to transport the hazardous materials

36 Plaintiff never authorized Kodiak to transport the hazardous materials

37. Staar knowingly provided false information to Plaintiff in order to bid on the Hazardous Material Bid

38 Staar knowingly breached the Agreement by double brokering

39 Staar knew that Eastern and Kodiak were not qualified to transport hazardous materials

40. Staar knew that Plaintiff did not authorize Eastern or Kodiak to transport the hazardous materials

41. Defendants breached the Agreement

42. Defendants violated state and federal law

43. Defendants caused Plaintiff to lose thousands of dollars of hazardous material transportation contracts

44. Following notice of the breach of the Agreement, Defendants knowingly contacted Plaintiff's customers in order to disparage Plaintiff

45. Defendants' conduct was willful

46. Defendants were aware of Plaintiff's contractual relationships

47. Defendants tortiously interfered with Plaintiff's contractual relationships

48. Plaintiff has been damaged in excess of Twenty Five Thousand Dollars by Defendants

49. Defendants are jointly and severally liable for the unlawful conduct and damage caused to Plaintiff

COUNT I – DEFENDANTS' BREACH OF CONTRACT

50. Plaintiff incorporates paragraphs 1 through 49 of the Complaint as if fully rewritten

51. The Agreement is a valid and lawful contract under Ohio law

52. Plaintiff fully complied with the Agreement

53. Defendants each knowingly performed under the Agreement.

54. Kodiak breached the Agreement by transporting the hazardous material without Plaintiff's authority

55 Eastern breached the Agreement by transporting the hazardous material without Plaintiff's authority

56 Staar breached the Agreement by double brokering in violation of the plain terms of the Agreement

57 Defendants failed to properly transport the hazardous materials pursuant to state and federal law

58 As a result of Defendants' breach of contract, Defendants owe Plaintiff in excess of Twenty Five Thousand Dollars, plus interest, and Court costs

COUNT II – STAAR'S FRAUDULENT INDUCEMENT

59. Plaintiff incorporates paragraphs 1 through 58 of the Complaint as if fully rewritten

60 Staar responded to the Hazardous Material Bid

61 Staar's response to the Hazardous Material Bid was false

62 Staar's false response to the Hazardous Material Bid was willful

63 Staar's false statements made in response to the Hazardous Material Bid were material

64 Plaintiff reasonably relied upon the false and material representations made by Staar

65 Staar's conduct was intended to fraudulently obtain the contract for the Hazardous Material Bid

66 Staar intended to breach the Agreement by double brokering

67 Staar did not employ drivers licensed to perform the Hazardous Material Bid

68 Staar's fraudulent misrepresentations caused damage to Plaintiff in excess of Twenty Five Thousand Dollars

69. Staar's fraudulent misrepresentation support punitive damages because the misrepresentations were willful and malicious

70 Plaintiff should be awarded punitive damages

71 Plaintiff should be awarded attorney fees

COUNT III – DEFENDANTS' FRAUDULENT CONDUCT

72. Plaintiff incorporates paragraphs 1 through 71 of the Complaint as if fully rewritten

73 Defendants were aware of the Agreement's prohibition against double brokering

74 Defendants were aware that double brokering was unlawful under state and federal law

75 Defendants knowingly transported the hazardous materials in violation of the Agreement

76 Defendants knowingly transported the hazardous materials in violation of the state and federal law

77 Defendants knowingly transported the hazardous materials without authority

78 Defendants knowingly transported the hazardous materials without properly certified drivers

79 Defendants misrepresented facts to Plaintiff

80 Defendants misrepresentations were material

81 Defendants' fraudulent conduct caused damage to Plaintiff in excess of Twenty Five Thousand Dollars

82 Defendants' fraudulent conduct supports punitive damages because the misrepresentations were willful and malicious

83 Plaintiff should be awarded punitive damages

84 Plaintiff should be awarded attorney fees

COUNT IV –DEFENDANTS’ TORTIOUS INTERFERENCE

85 Plaintiff incorporates paragraphs 1 through 84 of the Complaint as if fully rewritten

86 As a broker, Plaintiff has valuable contractual relationships with companies with freight needs

87 Defendants are aware of Plaintiff’s contractual relationships with these persons and entities

88 The Agreement prohibited Defendants from directly soliciting these persons and entities for their trucking needs

89 When Defendants learned that Plaintiff intended to enforce the rights under the Agreement, Defendants knowingly interfered with Plaintiff’s contractual relationships

90 Defendants had no lawful reason or privilege to make the contact

91 The contacts were knowing and intentional

92 The contacts were intended to tortiously interfere with Plaintiff’s contractual relationships with persons and entities that had trucking needs

93 Defendants’ tortious interference caused damage to Plaintiff in excess of Twenty Five Thousand Dollars

94 Defendants’ tortious interference supports punitive damages because the misrepresentations were willful and malicious

95 Plaintiff should be awarded punitive damages

96 Plaintiff should be awarded attorney fees

WHEREFORE, Plaintiff demands judgment and relief against Defendants as follows.

1 Damages in excess of Twenty Five Thousand Dollars, plus interest, and Court costs
for breach of the Agreement,

2 Damages in excess of Twenty Five Thousand Dollars for Defendants' Fraudulent
Inducement,

3. Damages in excess of Twenty Five Thousand Dollars for Defendants' Fraudulent
Conduct,

4 Damages in excess of Twenty Five Thousand Dollars for Defendants' Tortious
Interference,

5 Punitive damages,

6 Costs incurred in prosecuting this action,

7 Attorney fees incurred in prosecuting this matter and collecting on the judgment
and

8 Any other appropriate relief that this Court deems just and equitable

Respectfully submitted,

/s/ David A Campbell

David A Campbell (0066494)

Lewis Brisbois Bisgaard & Smith, LLP

1375 E 9th Street, Suite 2250

Cleveland, OH 44114

Phone (216) 298-1262

Fax (216) 344-9421

david a campbell@lewisbrisbois.com

Attorneys for Plaintiff

JURY DEMAND

Pursuant to Rule 38(B) of the Ohio Rules of Civil Procedure, a trial by jury is respectfully requested on all the issues presented herein

/s/ David A. Campbell
David A. Campbell (0066494)

One of the Attorneys for Plaintiff

Hopper Logistics

8500 Clinton Rd., Brooklyn, OH 44144

MOTOR CONTRACT CARRIER AND BROKER AGREEMENT

This AGREEMENT made the 13 day of April, 2022 by and between Eastern Environmental Ind. LLC, an Interstate Commerce Commission (ICC) authorized MOTOR CONTRACT CARRIER licensed under permit No. MC894587 SUB , hereinafter referred to as "CARRIER," AND Hopper Logistics, a Federal Highway Administration authorized property broker under license number MC# 1137137, hereinafter referred to as "BROKER."

1 BROKER agrees to offer for shipment and CARRIER agrees to transport in its own equipment, quantities of freight agreed to by both CARRIER and BROKER

2. CARRIER shall comply with the financial responsibility, and legal requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **CARRIER Insurance** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility en-route to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US \$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R. § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

3 BROKER agrees to pay CARRIER agreed amount within 30 days of receipt of an original, cleanly signed bill of lading. CARRIER shall be liable to BROKER and/or Shipper for any loss or damage noted on bill of lading. Any additional charges to BROKER must be approved in writing by BROKER.

4. **CARRIER** shall be responsible to comply with all applicable ICC and DOT regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier

5. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from loss or damage to any freight transported by **CARRIER** pursuant to this agreement, including all costs to defend claims. **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from personal injury or property damage which may occur during the operations of **CARRIER** pursuant to this agreement, including all costs to defend claims

6. **CARRIER**, without the prior written consent of **BROKER**, shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier.

7. The relationship of **CARRIER** and **BROKER** shall, at all times, be that of an independent contractor except that **BROKER** shall be the agent for the **CARRIER** for the collection and payment of charges to **CARRIER**. **CARRIER** agrees to bill the **BROKER** and no one else for payment of services rendered under this agreement

8. This contract is made pursuant to 49 U.S.C. 10923, which authorizes **CARRIER** to enter into contracts with purchasers of motor carrier services set forth in this Contract. The Contract is drawn up pursuant to 49 CFR 1053 inclusive. This Contract does not alter the rights and obligations of the parties regarding the transportation subject to this Contract under Title 49 U.S.C., the Bill of Lading Act and common law, except as provided herein.

9. **CARRIER** agrees that neither it, nor any of its employees or agents, will back solicit the business of any shipper with whom it or they come into contact with or become aware of as a result of any shipments tendered to **CARRIER** by **BROKER** pursuant to this Agreement. If **CARRIER** breaches the terms of this paragraph, **BROKER** will then be entitled to as a commission from the **CARRIER** of fifteen percent (15%) of the revenue received for a period of twelve (12) months after the traffic first began to move. **CARRIER** understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area

10. In the event that there is dispute between **CARRIER** and **BROKER**, both parties agree that all suits must be filed in the State or Federal Court in Cuyahoga County, in the State of Ohio.

11. **Reefer Carrier Moving Perishables.** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement, (b) Claims will be filed with Carrier by Shipper, (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

The carrier must provide their cargo insurance with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Carrier shall endeavor to maintain a **satisfactory** U.S. DOT safety rating

The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement, (b) Claims will be filed with Carrier by Shipper, (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

12. **Additional Insured.** Broker must become an additional insured and certificate holder of Carrier.

13. **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT safety rating but under no circumstances is the carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory"

14. **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at the date and place first set forth above

CARRIER

Eastern / Staar Logistics LLC

BY: (Authorized Signature)

[Signature]

(Please Print Name & TITLE)

Brian J Scott

Date.

4/13/22

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

RELIABLE TRUCKLOAD DBA HOPPER
LOGISTICS
Plaintiff

CASE NO CV23979702

JUDGE EMILY HAGAN

STARR LOGISTICS, LLC, ET AL
Defendant

SUMMONS SUMC CM

Notice ID. 50715355



From RELIABLE TRUCKLOAD & BROKERAGE LLC P1
33870 CROWN COLONY DRIVE
AVON OH 44011

Atty DAVID A CAMPBELL
1375 E 9TH STREET, SUITE 2250
CLEVELAND, OH 44114-0000

To STAAR LOGISTICS, LLC D1
560 MYRTLE STREET
REYNOLDSVILLE PA 15851

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days after receiving this Summons (not counting the day you received it)*. A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>).

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

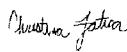
If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 05/25/2023

By 
Deputy



Date Produced 06/05/2023

CERTIFIED MAIL SOLUTIONS INC

The following is the delivery information for Certified Mail™/RRE item number 9314 8001 1300 3548 2786 12. Our records indicate that this item was delivered on 05/30/2023 at 09:37 a.m. in REYNOLDSVILLE, PA 15851. The scanned image of the recipient information is provided below.

Signature of Recipient

A handwritten signature in black ink, appearing to read "Shirley K. Ker".

Address of Recipient

A handwritten address in black ink, appearing to read "560 Myrtle Street".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

RELIABLE TRUCKLOAD DBA HOPPER

CASE NO CV23979702

LOGISTICS

Plaintiff

JUDGE EMILY HAGAN

V.

SUMMONS

SUMC CM

STARR LOGISTICS, LLC, ET AL

Defendant

Notice ID. 50715356



From RELIABLE TRUCKLOAD & BROKERAGE LLC P1
33870 CROWN COLONY DRIVE
AVON OH 44011

Atty DAVID A CAMPBELL
1375 E 9TH STREET, SUITE 2250
CLEVELAND, OH 44114-0000

To EASTERN ENVIRONMENTAL INDUSTRIES, D2
LLC
4456 US-219
BROCKWAY PA 15824

NOTICE TO THE DEFENDANT

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>).

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

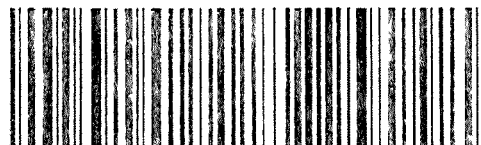
Date Sent: 05/25/2023

By

Christina J. Fisher

Deputy

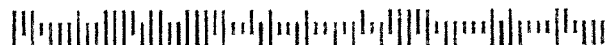
RETURN RECEIPT REQUESTED ELECTROI



Case# CV23979702

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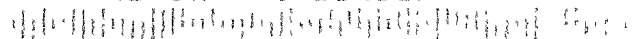
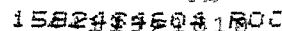
11/11/23



EASTERN ENVIRONMENTAL INDUSTRIES, LLC
4456 US-219
BROCKWAY PA 15824

[illegible]

RETURN TO SENDER





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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

RELIABLE TRUCKLOAD DBA HOPPER LOGISTICS
Plaintiff

STARR LOGISTICS, LLC, ET AL
Defendant

Case No CV-23-979702

Judge EMILY HAGAN

JOURNAL ENTRY

95 DISP TRANSJG - FINAL, 02 RE-ASSIGNED

JUDGE EMILY HAGAN (373) REMOVED - TRANSF'D TO COMMERCIAL DOCKET CASE REASSIGNED TO MICHAEL J
RUSSO (341) (RANDOM)

ADMINISTRATIVE JUDGE
BRENDAN J SHEEHAN

Judge Signature

06/08/2023

TRAN - 02
06/08/2023

RECEIVED FOR FILING
06/08/2023 13 27 27
NAILAH K. BYRD, CLERK



148928784

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

RELIABLE TRUCKLOAD DBA HOPPER LOGISTICS
Plaintiff

STARR LOGISTICS, LLC, ET AL
Defendant

Case No CV-23-979702

Judge EMILY HAGAN

JOURNAL ENTRY

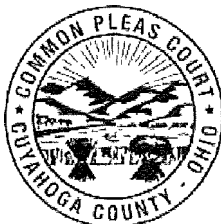
PURSUANT TO SUP R 49 07(C), THIS MATTER IS REFERRED TO ADMINISTRATIVE JUDGE FOR REASSIGNMENT TO THE COMMERCIAL DOCKET

Judge Signature

06/08/2023

06/07/2023

RECEIVED FOR FILING
06/08/2023 09 30 34
NAILAH K. BYRD, CLERK



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

NOTICE OF APPEARANCE
June 15, 2023 15:45

By. JAY R. CARSON 0068526
Confirmation Nbr 2885472

RELIABLE TRUCKLOAD DBA HOPPER LOGISTICS

CV 23 979702

VS

STARR LOGISTICS, LLC, ET AL

Judge: MICHAEL J. RUSSO

Pages Filed: 2

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

| | | |
|-----------------------|---|------------------------------------|
| RELIABLE TRUCKLOAD | : | CASE NO. CV-23-979702 |
| DBA HOPPER LOGISTICS, | : | |
| | : | |
| Plaintiffs, | : | |
| | : | JUDGE MICHAEL J. RUSSO |
| | : | |
| vs. | : | |
| | : | |
| STAAR LOGISTICS, LLC, | : | |
| ET. AL. | : | <u>NOTICE OF APPEARANCE</u> |
| | : | |
| Defendant. | : | |

Now comes Jay R. Carson and Lorraine M. Catalusci of the law firm of Wegman Hessler Valore, and hereby enter their appearance as counsel for Defendant, Staar Logistics, LLC.

Respectfully submitted,

/s/ Jay R Carson
Jay R. Carson (0068526)
jrcarson@wegmanlaw.com
WEGMAN HESSLER VALORE
6055 Rockside Woods Blvd., Suite 200
Cleveland, Ohio 44131
(216) 642-3342
(216) 642-8826 (Facsimile)

/s/ Lorraine M Catalusci
Lorraine M. Catalusci (0097420)
lmcatalusci@wegmanlaw.com
WEGMAN HESSLER VALORE
6055 Rockside Woods Blvd., Suite 200
Cleveland, Ohio 44131
(216) 642-3342
(216) 642-8826 (Facsimile)

Attorneys for Defendant, Staar Logistics, LLC

Certificate of Service

The undersigned certifies that a copy of the foregoing *Notice of Appearance* was filed electronically with the Court this 15th day of June 2023. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

/s/ Jay R Carson

*One of the Attorneys for Defendant, Staar
Logistics, LLC*

CV-23979702

150725163



CASE CV-23-979702

RELIABLE TRUCKLOAD DBA HOPPER 1
VS
STARR LOGISTICS LLC ET AL

JUDGE BRENDAN J. SHELHAN
ROOM 22C JUSTICE CENTER
DOCKET DATE 06/06/2023

JUDGE EMILY HAGAN (373) REMOVED - TRANSF'D TO
COMMERCIAL DOCKET CASE REASSIGNED TO MICHAEL J
RUSSO (341) (RANDOM) NOTICE ISSUED

First Class Mail
U S Postage Paid
Cleveland, OH
Permit No. 1962

FROM:

CUYAHOGA COUNTY COURT OF COMMON PLEAS
NAILAH K. BYRD, CLERK OF COURTS
JUSTICE CENTER COURT TOWER
1200 ONTARIO ST
CLEVELAND OH 44113

TO:

EASTERN ENVIRONMENTAL INDUSTRIES,
4456 US-219
BROCKWAY, PA 15824

JUL 11 2023

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

| | | |
|------------------------------|---|------------------------------------|
| RELIABLE TRUCKLOAD | : | CASE NO. CV-23-979702 |
| DBA HOPPER LOGISTICS | : | |
| | : | |
| Plaintiff, | : | JUDGE MICHAEL J. RUSSO |
| | : | |
| vs. | : | |
| | : | <u>NOTICE OF APPEARANCE</u> |
| | : | |
| STAAR LOGISTICS, LLC, ET AL. | : | |
| | : | |
| Defendants. | : | |

Now comes Christopher P. Schueller and Kelly M Neal of the law firm of Buchanan Ingersoll & Rooney PC, and hereby enter their appearance as counsel for defendant Kodiak Transportation, LLC.¹

Dated: June 29, 2023

Respectfully submitted,

/s/ Christopher P. Schueller
Christopher P. Schueller, Esquire (0086170)
christopher.schueller@bipc.com
BUCHANAN INGERSOLL & ROONEY PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219
(412) 562-8800 (Telephone)
(412) 562-1041 (Facsimile)

/s/ Kelly M. Neal
Kelly M. Neal, Esquire (100889)
kelly.neal@bipc.com
BUCHANAN INGERSOLL & ROONEY PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219
(412) 562-8800 (Telephone)
(412) 562-1041 (Facsimile)

Attorneys for Kodiak Transportation, LLC

¹ Nothing herein shall be deemed a waiver of any defense of Kodiak that it is not subject to personal jurisdiction in Ohio, or any other available defense

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Appearance was filed electronically with the Court this 29th day of June 2023. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

I further certify that the Notice was served on the following via electronic mail:

Gregory H. Teufel, Esq.
OGC Law, LLC
1575 McFarland Road
Suite 201
Pittsburgh, PA 15216
Email: gteufel@ogclaw.net
Attorneys for Starr Logistics, LLC and
Eastern Environmental Industries, LLC

David A. Campbell, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
1375 E. 9th St., Ste. 2250
Cleveland, OH 44114
Email: david.a.campbell@lewisbrisbois.com
Attorney for Plaintiff

Jay R. Carson, Esq.
Lorraine M. Catalusci, Esq.
Wegman Hessler Valore
6055 Rockside Woods Blvd, Ste. 200
Cleveland, OH 44131
Email: jrcarson@wegmanlaw.com
lmcatalusci@wegmanlaw.com
Attorneys for Staar Logistics, LLC

Dated: June 29, 2023

/s/ Christopher P. Schueller
Christopher P. Schueller, Esquire (0086170)
Attorneys for Kodiak Transportation, LLC

6/29/23, 3 48 PM

E-Filing Confirmation

EXISTING CASE FILING CONFIRMATION

Your filing has been submitted. Below is a summary of this transaction you may [Print] or copy for your records.

Efile ID: 2897233

Date/Time Submitted: 6/29/2023 3:47:52 PM

Case Number: CV23979702

Case Caption: RELIABLE TRUCKLOAD DBA HOPPER LOGISTICS v STARR LOGISTICS, LLC, ET AL

Case Filed: 5/19/2023

Case Type: CIVIL

Judge: RUSSO/MICHAEL/J

IF THE DOCUMENT(S) IS ACCEPTED FOR FILING, THE DATE AND TIME REFLECTED ABOVE SHALL SERVE AS THE DATE AND TIME OF FILING, UNLESS THE DOCUMENT(S) WAS SUBMITTED FOR FILING AFTER 11:59 P.M. ON A FRIDAY OR AFTER 11:59 P.M. ON A BUSINESS DAY BEFORE A COURT HOLIDAY. IN THAT CASE, THE DOCUMENT WILL BE DEEMED FILED ON THE FOLLOWING COURT BUSINESS DAY.

FILING INFORMATION

Filing Attorney: SCHUELLER/CHRISTOPHER/P

Docket Type: NOTICE

Docket Detail: NOTICE OF APPEARANCE, FILED

FILING PARTIES CONFIRMATION

| | |
|---------------------|--|
| DEFENDANT 3: | KODIAK TRANSPORTATION, LLC
5889 GREENWOOD PLAZA BOULEVARD
GREENWOOD VILLAGE, CO 80111
USA |
|---------------------|--|

DOCUMENT INFORMATION

1
1

NOTICE NOA -Schueller and Neal - Cuyahoga County, OH Court of Common Pleas cv-23-979702 4886-9954-1869 v 1 pdf

6/29/23, 3 48 PM

E-Filing Confirmation

ELECTRONIC SERVICE

The Clerk of Courts will provide electronic service to the following parties

D1 STAAR LOGISTICS, LLC attorney JAY R CARSON (JRCARSON@WEGMANLAW.COM, WHVDCKET@WEGMANLAW.COM)

D1 STAAR LOGISTICS, LLC attorney LORRAINE M CATALUSCI (LMCATALUSCI@WEGMANLAW.COM, WHVDCKET@WEGMANLAW.COM)

P1 RELIABLE TRUCKLOAD & BROKERAGE LLC DBA HOPPER LOGISTICS attorney DAVID A CAMPBELL (DAVID A CAMPBELL@LEWISBRISBOIS.COM, CLEDOCKET@LEWISBRISBOIS.COM)

Put me on copy when electronic service email is sent to all parties

Send me electronic service for this efilng

YOUR SERVICE RESPONSIBILITIES

You are required to serve notice on the following parties:

| | |
|-------------------------|---|
| DEFENDANT
2: | EASTERN ENVIRONMENTAL
INDUSTRIES, LLC
4456 US-219
BROCKWAY, PA 15824 |
|-------------------------|---|

| | |
|--------------------------|-------------------------------|
| DEFENDANT
2A: | NO ATTORNEY FOR THIS
PARTY |
|--------------------------|-------------------------------|

| | |
|-------------------------|--|
| DEFENDANT
3: | KODIAK TRANSPORTATION,
LLC
5889 GREENWOOD PLAZA
BOULEVARD
GREENWOOD VILLAGE, CO
80111 |
|-------------------------|--|

| | |
|--------------------------|-------------------------------|
| DEFENDANT
3A: | NO ATTORNEY FOR THIS
PARTY |
|--------------------------|-------------------------------|

PAYMENT

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